

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 01-12-61953

HUD# 07-12-0225-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

COMPLAINANT

ROXANA E. PERAZA-FIGUEROA

REDACTED

REDACTED

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: Complainant, who currently resides at [REDACTED] in [REDACTED], alleged that Respondents -- [REDACTED], the owner/manager of such [REDACTED], and [REDACTED], the on-site manager of such [REDACTED] -- discriminated against her with unfair terms or conditions of sale when she attempted to sell her [REDACTED] based on national origin (El Salvador). In addition, Complainant alleged that on January 5, 2012, Respondents issued her a discriminatory 3-day notice to evict due to her national origin. Respondents deny and dispute all of Complainant's allegations.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree that there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status.

Voluntary and Full Settlement

3. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement. The parties acknowledge that they enter into this Agreement after having been fully advised by their attorney of their rights in this matter and of the scope and effect of this Agreement.

4. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

5. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties hereto concerning the subject matter hereof are contained herein, other than a confidentiality agreement that will be separately executed. All prior and contemporaneous conversations, negotiations, alleged agreements, representations, covenants and warranties concerning the subject matter hereof are merged herein or within the separate confidentiality agreement. The terms, covenants, conditions, and provisions of this Agreement shall not be altered, changed, modified, added to or deleted from, except in a writing signed by all of the Parties hereto.

6. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

7. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

8. The parties agree the Commission may disclose the terms of this Agreement so long as the Commission does not disclose the identities of Respondents.

Release

9. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development ("HUD"), or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

10. Further, Complainant, on behalf of herself and her family members (the "Releasing Parties") completely release and forever discharge the Respondents from any and all past, present or future claims, demands, obligations, causes of action, damages, costs and expenses arising out of or in any way related to (i) her complaint filed with HUD, (ii) any and all prior actions and inactions of the Respondents, and (iii) any and all prior events and circumstances relating to her tenancy at REDACTED or the sale or attempted sale of her REDACTED, which the Releasing Parties now have or may hereinafter accrue including, without limitation, any and all known or unknown claims for injury or damage of any kind incurred prior to the execution of this Agreement. The aforesaid release includes the release of any and all claims for punitive or exemplary damages, or claims based upon allegations of fraud. In addition to a complete release and discharge of the Respondents, said complete release and discharge shall apply equally to the Respondents' respective past, present, and future officers, directors, stockholders, members, managers, units, agents, servants, representatives, employees, subsidiaries, parent companies, affiliates, partners, insurers, attorneys, predecessors and successors in interest, and all other persons or entities of any kind with whom any of the former have been, are now, or may hereafter be affiliated.

The Releasing Parties further hereby acknowledge and agree that the release set forth above is a general release and further expressly waive and assume the risk of any and all claims for damages which exist as of the execution of this Agreement but about which the Releasing Parties do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect the Releasing Parties' decision to enter into this Agreement.

Complainant hereby indemnifies Respondents and holds Respondents harmless for any costs, expenses, attorney's fees, and damages arising from or otherwise relating to a Releasing Party bringing a claim, demand, lawsuit or cause of action against Respondents in violation of this release provision.

Fair Housing Poster and Logo

11. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

Respondents also agree to send documentation to the Commission, verifying the posters have been placed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission.

Consideration and Relief for the Parties

12. Complainant agrees that upon signing this Agreement or otherwise by February 17, 2012, she shall provide a cashier's check or money order to counsel for the Respondents in the amount \$1,412, for payment of certain past due rental amounts, which includes rent owed for February, 2012.

13. The parties agree that Complainant's tenancy and the terms of her Rental Agreement at **REDACTED** shall re-commence upon Complainant signing this Settlement Agreement. In particular, the parties reaffirm and ratify the Rental Agreement and Rules and Regulations dated on or about November 22, 2011 that were previously signed by the parties and further, acknowledge and agree that the terms of the Rental Agreement and Rules and Regulations, as well as any corresponding tenancy documents (such as a Pet Agreement), shall be effective and in full force and effect upon Complainant signing this Settlement Agreement. Complainant explicitly agrees to follow all of the terms of the Rental Agreement and Rules and Regulations and pay her monthly rent per the terms of her Rental Agreement. The parties specifically acknowledge and agree that this settlement does not in any way equate to a waiver of, or otherwise affect, any of Respondents' rights under the Rental Agreement and Rules and Regulations or their right to require strict performance of Complainant's obligations as a tenant in the future.

14. Respondents agree that all tenant rules will be enforced uniformly, fairly, and without discrimination.

15. Upon Complainant signing this Settlement Agreement and paying Respondents \$1,412, Respondents agree to immediately dismiss the legal eviction proceedings for (PC Small Claims No. **REDACTED**) if they have not already done so. Respondents agree to fax a copy of the eviction proceedings dismissal to Natalie Burnham at 515-242-5840. Once the Commission receives documentation detailing the eviction proceedings have been dismissed, the Commission will sign the Predetermination Settlement Agreement and close this fair housing complaint.

REDACTED	Date
RESPONDENT	

REDACTED , RESPONDENT	Date
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Roxana Peraza-Figueroa, COMPLAINANT	Date
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Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION